

**ASSIGNMENT**

**WHEREAS**, I, the undersigned inventor of residence as listed, have invented certain new and useful improvements as below entitled, for which application for United States Letters Patent is made, said application having been executed on the date set forth below; and

**WHEREAS**, VTEL Corporation (hereinafter referred to as "Assignee"), a <sup>Dekware</sup> ~~Texas~~ Corporation, with an address of 108 Wild Basin Road, Austin, Texas 78746, desires to acquire my entire right, title and interest in and to the invention, and in and to the said application and any Letters Patent that may issue thereon;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I assign to Assignee, all right, title and interest in and to said invention and in and to said application and all patents which may be granted therefor, and all provisionals, divisions, reissues, continuations, continuations-in-part and extensions thereof; and I authorize and request the Commissioner of Patents and Trademarks to issue all patents for said invention, or patents resulting therefrom, insofar as my interest is concerned, to Assignee.

I also assign to Assignee, subject to the Agreement, all right, title and interest in and to the invention disclosed in said application throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for said invention in its own name throughout the world, including all rights to publish cautionary notices reserving ownership of said invention and all rights to register said invention in appropriate registries; and I further agree to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in Assignee.

I will communicate to Assignee any facts known to me respecting any improvements; and, at the expense of Assignee, I will testify in any legal proceedings, sign all lawful papers, execute all provisional, divisional, continuation, continuation-in-part, reissue and substitute applications, make lawful oaths and declarations, and generally do everything possible to vest title in Assignee and to aid Assignee to obtain and enforce proper protection for said invention in all countries.


AUS01:258456.1

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This Assignment shall be binding on the party's successors,  
assigns and legal representatives.

Title of Invention: **SYSTEM AND METHOD FOR MODELING VIDEO NETWORK  
RELIABILITY**

Signature of Joint Inventor:  
Inventor's Name:

  
James H. Stephens, Jr.

Residence (City, County, State)

Austin, Travis County, Texas

Date of Signature:

2001-0CT-26

Date Application Executed:

2001-0CT-26

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